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**ESTOPPEL—NON-LIABILITY—DENIAL AT TRIAL.**—The plaintiff was injured by an automobile owned by B, who had formerly been the agent of the defendant, but who prior to the accident had bought the latter's local business and was conducting it as his own. However, the sign or name of the defendant was continued on the place of business, and its name, with B as manager, was continued in the city and telephone directories. The plaintiff wrote the defendant regarding the accident, and received no reply; she later brought suit, to which the defendant entered a general denial; at the trial it proved the sale to B. The plaintiff contended that the defendant was estopped at the trial to deny B's agency, after prescription had run in favor of B. *Held*, there was no estoppel. *Jung v. New Orleans Ry. & Light Co.* (La. 1919) 82 So. 870.

In general, tort liability cannot be founded on estoppel, since the damage does not arise from any reliance by the plaintiff upon representations that the defendant was an employer or principal. See *Shapard v. Hynes* (C. C. A. 1900) 104 Fed. 449; *Smith v. Bailey* (1891) 60 L. J. Q. B. 779; *Quarman v. Burnett* (1840) 6 M. & W. \*499, \*509; *contra*, *Stables v. Eley* (1824) 1 Carr. & Payne \*614. An exception to the rule is in the case of torts arising out of a contractual relation, where there may have been reliance on such representations. *Hannon v. Siegel Cooper Co.* (1901) 167 N. Y. 244, 60 N. E. 597; *Maxwell & Downs v. Gibbs* (1871) 32 Iowa 32. In the instant case, as the court points out, to say that the plaintiff relied on the defendant's representations in being struck by the automobile would in effect be to imply that the plaintiff deliberately contributed to the accident. The more interesting question is whether an estoppel is effected by representations or conduct which induce a plaintiff to bring suit against a party not really liable. No estoppel is effected by mere failure before trial to deny liability, *Phillips v. Aluminum Co. of A.* (1917) 256 Pa. 205, 100 Atl. 750, nor by representations not intended nor reasonably likely to mislead the plaintiff as to the defendant's responsibility; *Barnett v. Kemp* (1914) 258 Mo. 139, 157, 167 S. W. 546; *cf. Jackson v. Pixley* (1852) 63 Mass. 490; and this is so though through the mistake the plaintiff's action against the parties really liable has been lost. *Baxter v. Jones* (C. C. 1910) 185 Fed. 900. But the contrary view has been taken where the defendant has made an affirmative representation with the actual intention or proximate consequence of inducing the plaintiff to bring action against him, *Ripley v. Priest* (1912) 169 Mich. 383, 135 N. W. 258; *Robb v. Shephard* (1883) 50 Mich. 189, 15 N. W. 76; *Hall v. White* (1827) 3 Carr. & Payne \*136; *contra*, *Lewis v. Prenatt* (1865) 24 Ind. 98; *Eikenberry & Co. v. Edwards* (1885) 67 Iowa 14, 24 N. W. 570, particularly where the latter's cause of action against the real party defendant has been lost. *Baird v. Vaughn* (Tenn. 1890) 15 S. W. 734.

**INSANE PERSONS—CONTRACTS—GOOD FAITH OF OTHER PARTY—PROMISSORY NOTE.**—The plaintiff, not knowing of the insanity of the defendant, lent him a sum of money, for which the latter gave the plaintiff his promissory note due in one year. The defendant had not been adjudged insane. *Held*, the plaintiff could recover, since that was the only way in which the parties could be put in *statu quo*. *Merchants' Nat. Bank of Detroit v. Coyle* (Minn. 1919) 174 N. W. 309.

The weight of authority is that ordinarily contracts made by an insane person are merely voidable, not void. 14 Columbia Law Rev. 674, 675. A recognized exception to this rule is that advanced in the instant